



NEW COLLEGE
OXFORD

DATA SHARING AGREEMENT

This agreement is dated March 16, 2022

PARTIES

- (1) New College, Oxford
- (2) Middle Common Room – New College, Oxford

BACKGROUND

- (A) The College and the Student Organisation agree to share Personal Data with one another in the European Economic Area (EEA) on terms set out in the Agreement.
- (B) The party receiving the Personal Data agrees to use the Personal Data within the EEA on the terms set out in this Agreement.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Academic Year: the period from October 9th 2022 to June 15th 2023.

Agreed Purposes: has the meaning given to it in clause 2 of this Agreement.

Agreement: this Agreement, which is a free-standing document that deals only with data sharing and does not incorporate other terms established by the parties under separate arrangements.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning given at the beginning of the Agreement.

Committee Term: is the dates that MCR Committee are in office. This is from March 14th 2021 to March 19th 2022.

Deletion Procedure: the procedure for the secure deletion and destruction of Personal Data (both in hard and soft copy) as deemed appropriate by the party carrying out the deletion, having regard to its obligations under the Data Protection Legislation.

Data Discloser: means any party disclosing Personal Data to the other party pursuant to this Agreement.

Data Receiver: means any party receiving Personal Data from the other party pursuant to this Agreement.



NEW COLLEGE
OXFORD

Data Sharing Code: the Information Commissioner's Data Sharing Code of Practice of May 2011, as updated or amended from time to time.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (UK GDPR); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Shared Personal Data: the personal data and special category personal data to be shared between the parties under clause 4 of this Agreement.

Student Organisation: the organisation as stated in the parties (2) section of this agreement.

Subject Access Request: the exercise by a data subject of his or her rights under the UK GDPR.

Supervisory Authority: the relevant supervisory authority in the territories where the parties to this Agreement are established.

Term: from the Commencement Date until the end date of the Committee Term in which this agreement was entered into.

- 1.2 **Controller, Processor, Data Subject and Personal Data, Special Categories of Personal Data, Processing and "appropriate technical and organisational measures"** shall have the meanings given to them in the Data Protection Legislation.
- 1.3 Clause headings shall not affect the interpretation of this Agreement.
- 1.4 Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 References to clauses are to the clauses of this agreement.
- 1.7 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.8 A reference to **writing** or **written** includes email.



NEW COLLEGE
OXFORD

2. Purpose

- 2.1 This agreement sets out the framework for the sharing of **Personal Data** when one **Controller** discloses personal data to another **Controller**. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- 2.2 The parties consider this data sharing initiative necessary for the effective functioning of the Student Organisation. The aim of the data sharing initiative is to enable the Student Organisation and the College to work together to provide appropriate services to their respective members and other relevant individuals such as guests or visitors. It will serve to benefit members of the Student Organisation and/or College by enabling the Student Organisation to provide appropriate events and support services.
- 2.3 The Student Organisation agrees to only process Shared Personal Data, as described in clause 3.1 and clause 3.2, for the following purposes:
- (a) to provide and administer the Student Organisation's services and events;
 - (b) to contact members with details of the Student Organisation's services and events;
 - (c) to make decisions relating to accommodation and administer accommodation services.
- 2.4 The College agrees to only process Shared Personal Data, as described in clause 3.1 and clause 3.2, for the following purposes:
- (a) to deliver and administer events in conjunction with the Student Organisation, which may include providing catering services;
 - (b) to deliver and administer accommodation;
 - (c) to provide welfare and healthcare services;
 - (d) for any other purpose for which the College deems appropriate and which is permitted pursuant to the privacy policy of the College, provided that such purpose is not inconsistent with the purpose for which the Personal Data was originally collected and provided that the College follows the Student Organisation's reasonable instructions in respect of the processing of such Personal Data.
- 2.5 The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in clauses 2.3 and 2.4 (**Agreed Purposes**).
- 2.6 Each party shall appoint a single point of contact (**SPoC**) who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the parties are:
- (a) Christopher Thompson, ICT Director and Data Protection Coordinator
 - (b) Yike Han, MCR President



NEW COLLEGE
OXFORD

3. Shared Personal Data

- 3.1 The following types of Personal Data will be shared between the parties during the Term of this agreement:
- (a) **Identity Data**, including full name, gender, date of birth and any other similar identifiers.
 - (b) **Contact Data**, including email addresses, telephone numbers and postal addresses.
 - (c) **Education Data**, including details of the course(s) on which the data subject is enrolled/intends to enrol, academic achievements and qualifications and other similar data.
- 3.2 The following types of special categories of Personal Data may be shared between the Parties during the Term of this agreement:
- (a) Racial or ethnic origin;
 - (b) Religious or philosophical beliefs (which could include dietary requirements);
 - (c) Genetic or biometric data used to uniquely identify a natural person;
 - (d) Data concerning a natural person's physical or mental health or condition, sex life or sexual orientation and details of any consequent requirements (e.g. adjustments required pursuant to a disability, or dietary requirements).
- 3.3 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

4. Lawful, fair and transparent processing

- 4.1 Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with clause 4.2 during the Term of this agreement.
- 4.2 Each party shall ensure that it has a lawful basis under the Data Protection Legislation for the processing of Shared Personal Data.
- 4.3 The Data Discloser shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the data subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by the UK GDPR including:
- (i) if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer; and
 - (ii) if Shared Personal Data will be transferred outside the EEA pursuant to clause 9.3 of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the controller to enable the data subject to understand the purpose and risks of such transfer.



NEW COLLEGE
OXFORD

- 4.4 The Data Receiver undertakes to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 14 of the UK GDPR including:
- (i) if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer; and
 - (ii) if Shared Personal Data will be transferred outside the EEA pursuant to clause 9 of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the controller to enable the data subject to understand the purpose and risks of such transfer.

5. Data quality

- 5.1 The Data Discloser shall make reasonable endeavours on an ongoing basis to ensure that the Shared Personal Data is accurate to the best of its knowledge.
- 5.2 Shared Personal Data must be limited to the Personal Data described in clause 3.1 and clause 3.2 of this Agreement unless otherwise agreed between the parties.

6. Data subjects' rights

- 6.1 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.
- 6.2 The SPoC for each party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The SPoC for each party are detailed in clause 2.4.

7. Data retention and deletion

- 7.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.
- 7.2 Notwithstanding clause 7.1, the parties shall continue to retain Shared Personal Data in accordance with any applicable statutory or professional retention periods.
- 7.3 The Data Receiver shall ensure that any Shared Personal Data are returned to the Data Discloser or destroyed in accordance with the Deletion Procedure in the following circumstances:
- (a) on termination of the Agreement;
 - (b) on expiry of the Term of the Agreement;



NEW COLLEGE
OXFORD

(c) once processing of the Shared Personal Data is no longer necessary for the Agreed Purposes.

7.4 Following the deletion of Shared Personal Data in accordance with clause 7.3, the Data Receiver shall notify the Data Discloser that the Shared Personal Data in question has been deleted.

8. Transfers

8.1 For the purposes of this clause, transfers of personal data shall mean any sharing of personal data by the Data Receiver with a third party, and shall include, but is not limited to, the following:

- (a) subcontracting the processing of Shared Personal Data;
- (b) granting a third party controller access to the Shared Personal Data.

8.2 If the Data Receiver appoints a third party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the UK GDPR and shall remain liable to the Data Discloser for the acts and/or omissions of the processor.

8.3 The Data Receiver may not transfer Shared Personal Data to a third party (such as cloud storage provider, eg. Gmail, Facebook) located outside the EEA unless it;

- (a) complies with the provisions of Articles 26 of the UK GDPR (in the event the third party is a joint controller); and
- (b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the UK GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or (iii) one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer.

9. Security and training

9.1 The Data Discloser shall only provide the Shared Personal Data to the Data Receiver by using methods which the Data Discloser reasonably considers to be secure, having regard to the type of Personal Data to be disclosed, any relevant technological developments and the cost of implementing such methods.

9.2 The parties undertake to have in place throughout the Term appropriate technical and organisational security measures to:

- (a) prevent:
 - (i) unauthorised or unlawful processing of the Shared Personal Data; and
 - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data
- (b) ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the Shared Personal Data to be protected.



NEW COLLEGE
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- 9.3 The parties shall keep their respective technical and organizational measures under review and shall carry out updates as they deem appropriate throughout the Term.
- 9.4 It is the responsibility of each party to ensure that its team are appropriately trained to handle and process the Shared Personal Data in accordance with that party's technical and organisational security measures, together with any other applicable national data protection laws and guidance.

10. Personal data breaches and reporting procedures

- 10.1 The parties shall each comply with their obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects under Article 33 of the UK GDPR and shall each inform one another of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority or data subject(s).
- 10.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

11. Termination of agreement

Each party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate the Agreement and/or in the case of the College, withdraw any funding provided to the Student Organisation, where it considers that the other party is not processing the Shared Personal Data in accordance with this agreement.

12. Resolution of disputes with data subjects or the Supervisory Authority

- 12.1 In the event of a dispute or claim brought by a data subject or the Supervisory Authority concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 12.2 Each party shall abide by a decision of a competent court or of the Supervisory Authority.

13. Warranties

- 13.1 Each party warrants and undertakes that it will:
- (a) Process any Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations.
 - (b) Make available on request to the data subjects who are third party beneficiaries a copy of this Agreement, unless the Clause contains confidential information.
 - (c) Respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Supervisory Authority in relation to the Shared Personal Data.
 - (d) Respond to Subject Access Requests in accordance with the Data Protection Legislation.



NEW COLLEGE
OXFORD

- (e) Where applicable, maintain registration and/or pay the appropriate fees with all relevant Supervisory Authorities to process all Shared Personal Data for the Agreed Purposes.
- (f) Take all appropriate steps to ensure compliance with the security measures set out in clause 9 above.

13.2 The Data Discloser warrants and undertakes that it is entitled to provide the Shared Personal Data to the Data Receiver and it will ensure that the Shared Personal Data are accurate.

13.3 The Data Receiver warrants and undertakes that it will not disclose or transfer the Shared Personal Data to a third party controller located outside the EEA unless it complies with the obligations set out in clause 8.3 above.

13.4 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

14. Allocation of cost

Each party shall perform its obligations under this Agreement at its own cost.

15. Limitation of liability

15.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence; or
- (c) any matter for which it would be unlawful for the parties to exclude liability.

15.2 Subject to clause 15.1, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- (b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (c) any loss or liability (whether direct or indirect) under or in relation to any other contract.

15.3 Clause 15.2 shall not prevent claims, for:

- (a) direct financial loss that are not excluded under any of the categories set out in clause 15.2(a); or
- (b) tangible property or physical damage.

16. Third party rights

No one other than a party to this Agreement shall have any right to enforce any of its terms.



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OXFORD

17. Direct marketing

If the Student Organisation processes the Shared Data for the purposes of direct marketing, it shall ensure that:

- (a) the appropriate level consent has been obtained from the relevant data subjects to allow the Shared Data to be used for the purposes of direct marketing in compliance with the Data Protection Legislation; and
- (b) effective procedures are in place to allow the data subject to "opt-out" from having their Shared Personal Data used for such direct marketing purposes.

18. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. Severance

20.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20.2 If any provision or part-provision of this agreement is deemed deleted under clause 20.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Changes to the applicable law

If during the Term the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that the SPoCs will negotiate in good faith to review the Agreement in the light of the new legislation.

22. No partnership or agency

22.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.



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OXFORD

23. Entire agreement

- 23.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 23.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 23.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in this Agreement.

24. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

25. Force majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for an unreasonable amount of time, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.

26. Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

27. Notice

- 27.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to the SPoCs and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its usual office; or
 - (b) sent by email to the SPoC.
- 27.2 Any notice or communication shall be deemed to have been received:



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OXFORD

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 27.2(c), business hours means 9:00 am to 5:00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

27.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

28. Governing law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

29. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.



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Signed by Christopher Thompson

for and on behalf of New College-Oxford

Signed byEmily Jin

for and on behalf of Middle Common Room, New College-Oxford

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IT Director and DPC

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President of the Middle Common
Room